

I reserve the right to change, alter, and remove this document at any time.
Without the leave of this or any other court.
Richard-Enrique; Ulloa, Sui Juris, unrepresented
Nation "New York".
general post-office.
Hurley-town.
United States Minor, Outlying Islands. Near. [12443-9998]

U.S. DISTRICT COURT
N.D. OF N.Y.
FILED

JAN 05 2011

LAWRENCE K. BAERMAN, CLERK
ALBANY

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

Richard-Enrique; Ulloa

Plaintiff(s)/Petitioner

Vs.

WELLS FARGO BANK, N.A.;
SUPREME COURT FOR THE STATE
OF NEW YORK, In and for Ulster
County; and JOHN OR JANE DOES
1-10 unknown investors

JOHN ROES 1-100, being undisclosed
Mortgage aggregators (wholesalers),
Mortgage originators, loan seller, Trustee)
Of Pooled Assets, Trustee for Holders of,
Certificates of Collateralized Mortgage,
Obligations,

Defendant(s)

CASE INC 1:10-CV-345
(GLS/RFT)

NEW EVIDENCE

Declaration of Richard Enrique Ulloa
in Support of
Complaint to Stay – Overturn –
Set Aside Foreclosure Order and
Decision of Lower Court

Richard Enrique

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5 Comes the Petitioner, Richard-Enrique; Ulloa “real party in interest”, (Plaintiff) a
6 flesh and blood man without counsel, hereby presents to this court with a Motion to
7 Compel.

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9 Plaintiff alleges:

- 10
11 1. I, me, Richard E. Ulloa, do herewith affirm, state and say: that I, issue this
12 “Declaration of Richard E. Ulloa in Support of Complaint to Stay - Overturn - Set
13 Aside Foreclosure Order and Decision” with sincere intent in truth, that I am
14 competent to state the matters set forth herein, that the contents are true, correct,
15 complete, and certain, admissible as evidence, and reasonable and just to the best
16 of my knowledge, information, and belief.
- 17 2. The lender did not give me full disclosure.
- 18
19 3. The lender concealed aspects of the true nature of the transaction and its
20 connections to a securitization and/or monetization process and all the parties and
21 benefits and payoffs involved.
- 22 4. The lender failed to reveal the true nature and procedures and process behind the
23 use of the word “Loan” and how the lender arranges to fund a homeowner’s
24 transaction account without risking its own funds or that of its investors, or
25 depositors.
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5. Further, the lender failed to reveal proper pre-disclosures of the Good Faith Estimate per RESPA, or Itemization of Amount Financed per TILA disclosure requirements.
6. Further, the lender failed to reveal a proper pre-disclosure of the TILA Statement per TILA disclosure requirements.
7. The Defendants are liable to me for damages for these falsehoods because as the Maxim of Law says, "The law punishes falsehood"
8. These false statements/falsehoods concern material facts relating to this foreclosure action and go to the heart of my damages in that they are a violation of statutes that protect me and the lack of revealing the truth has caused me to be in this position of a foreclosure action starting, and I have had to go through the time and expense and emotional distress of fighting to save my home without just cause
9. I believed the Defendants and am damaged.
10. Also before the foreclosure starts the Defendants fail to insure a properly executed Mortgage and Promissory Note are filed in the office of the Official Ulster County Recorder's Office, State of New York State, that bear the signature of all parties or their agent with authorization to sign in accordance with my understanding of the nature of such contracts.
11. The Original lender and other agents/Defendants void the Mortgage and Note contracts by participating in a scheme to defraud me.
12. I was not given full disclosure about the procedures used to fund the loan.
13. The Mortgage, and Promissory Note and Documents have defects.

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3 14. The defects include: the Mortgage and Note are both without containing the
4 proper signature/endorsement by and on behalf of the Original Nominee/Lender
5 charged with making payment to fund the loan; the Mortgage and Note are
6 without showing the party foreclosing to be the original allege-lender and the
7 mortgage and Note lack the accompaniment of the presence of documents
8 evidencing the proper execution of assignment and transfer into the name of the
9 foreclosing party, the Defendant(s).

10
11 15. According to the banking industries own publications Federal Reserve Bank of
12 Chicago, Two Faces of Debt, p.19 - First published in 1953, and Federal Reserve
13 Bank of Chicago, Modern Money Mechanics, p. 6 - First published in 1975 the
14 transaction is funded by an exchange process and procedures, with new money
15 created, not the lender's funds.

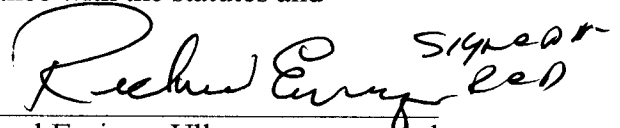
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17 16. The Mortgage and Promissory Note evidences the defects and the fact that the
18 instrument(s) are not signed and executed in written form by the lender/lender
19 agent.

20
21 17. The Mortgage loan transaction was not consummated to my understanding since
22 the lender did not give me full disclosure of all the relevant terms and conditions
23 and the lender did not sign the contracts in agreement to the obligations of the
24 contracts.

25
26 18. The lender is without in good faith honoring my need to have produced the
27 original documents and custodial records to prove up their claim of standing to
28 foreclose as holder in due course and real party in interest.

19. The lender/Respondent has violated my reputation, good name, honor, and integrity liberty interests protected by the due process clause, per Quinn v. Shirey.

20. In attempting to foreclose on my home without just cause or being real party in interest the lender/Respondent is in non-compliance with the statutes and violation of my property interests.



Address: Richard-Enrique; Ulloa, unrepresented
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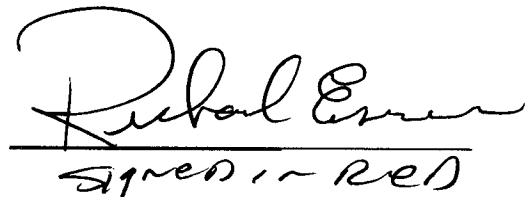
I pray to the almighty Yahweh and not to this court that justice be done.

ALL RIGHTS RESERVED TO AMEND WITHOUT LEAVE OF COURT

28 USC §1746

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true, complete and correct. 28 USC §1746

Signed on this the thirty first day of the twelfth month in the year of our Lord and Savior two thousand ten.



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richard_ulloa@yahoo.com

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Proof and Evidence of Service

I, richard-enrique: (for the family-ulloa): *declare that I served by filing one copy of the "DECLARATION ON NEW EVIDENCE AND AUDIT" by "hand-delivered by private carrier-service on "USDC OF NORTHERN NEW YORK" sent by post-office-first class-mail AND OR CERTIFIED MAIL to the following:*

HOGAN & HARTSON LLP	USDC for NORTHERN DISTRICT OF NY
ALLISON J. SCHOENTHAL, RENEE GARCIA 875 Third Avenue New York, NY 10022	SENT TO THE CLERK TO FILE INTO THE docket
	Stephen M. Kerwin Office of Attorney General - Albany State of New York The Capitol Albany, NY 12224



Signed in Red
richard-enrique:(for the family-ulloa):

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO
THE PRINCIPAL IS NOTICE TO THE AGENT